

NEBRASKA DEPARTMENT OF ROADS

JOB DESCRIPTION AND QUOTATION REQUEST

REQUISITION # R20-11

**BID OPENING DATE: February 28, 2011
TIME: 3:00 P.M. CDT**

BUYER: Gloria Ryken

TELEPHONE: (402) 479-4356

DATE PROVIDED: February 11, 2011

**Nebraska Dept of Roads
Operations Division
Attention: Gloria Ryken
5001 So 14th Street
Lincoln NE, 68512**

(Return bids in an envelope marked with the requisition number to the above address)

Provide all labor, equipment, tools and materials as per attached Specifications for Right Of Way mowing in the Nebraska Department of Roads District Three Area. ALL RIGHT OF WAY mowing to be performed shall be bid on a unit price per acre and mile.

**South Sioux area season total estimated acres 3382
(Includes Lyons area)**

Bid Price per acre _____ TOTAL: _____

South Sioux Trimming estimated miles 25

Bid Price per mile _____ TOTAL: _____

Information concerning this contract please contact Kevin Domogalla @ (402) 370-3470 or Gloria Ryken @ 402-479-4356

NOTE: This form MUST be manually signed, in ink, and returned by the proposal opening time and date along with any other requirements as specified in the bid request in order to be considered for an award. By signing this form, the bidder guarantees compliance with the terms stated in the Attachment(s) of the bid request and certifies that bidder maintains a drug free work place environment.

Begin Date (on or after):
May 1, 2011

Completion Date:
October 31, 2011

Company/Firm :

Authorized Signature :

Street :

Name and Title :

City :

Telephone & Fax #:

1. BONDING REQUIREMENTS :

- A. A Performance Bond or Certified Check **Shall** be required.
- B. A Bid Bond is **Not** required.

2. INSURANCE REQUIREMENTS :

- A. **General Liability (Minimum) :**
 - 1. \$1,000,000 bodily injury per person, \$1,000,000 per occurrence.
 - 2. \$1,000,000 property damage.
- B. **Workers Compensation Insurance:** \$100,000 per accident

FACSIMILE DOCUMENTS:

The State Department of Roads will only accept facsimile responses to quotation requests on bids under \$10,000 and up to ten (10) pages. **(402)479-4567**

NOTE : Proof of Insurance will be required prior to award and certificate must indicate "Paid Up" insurance dates.

STATE OF NEBRASKA

Lincoln, Nebraska

STANDARD CONDITIONS AND TERMS OF CONTRACTUAL SERVICES SOLICITATION AND OFFER

SCOPE: These standard conditions and terms of Request for Proposal for Contractual Services and acceptance apply in like force to this inquiry and to any subsequent contract resulting therefrom.

EXECUTION: Proposals must be signed in ink by the bidder on the State of Nebraska's Request for Proposal for Contractual Services form. All proposals must be typewritten or in ink and include the signed State of Nebraska's Request for Proposal for Contractual Services form. Erasures and alterations must be initialed by the bidder in ink. No telephone, facsimile or voice proposals will be accepted. Failure to comply with these provisions may result in the rejection of the proposal.

PAYMENT: Payment will be made by the responsible agency in conjunction with the State of Nebraska Prompt Payment Act (Neb. Rev. Stat. §81-2401 through 81-2408). The State may request that payment be made electronically instead of by State warrant.

COLLUSIVE BIDDING: The bidder's signature on the State of Nebraska's Request for Proposal for Contractual Services form is a guarantee that the prices quoted have been arrived at without collusion with other eligible bidders and without effort to preclude the State of Nebraska from obtaining the lowest possible competitive price.

SPECIFICATIONS: Bidders must submit a proposal in accordance with the Terms and Conditions of the Request for Proposal.

ALTERNATE TERMS AND CONDITIONS: The State, at its sole discretion, may entertain alternative terms and conditions which deviate from the Request for Proposal Requirements. Alternative terms and conditions may be considered if overall contract performance would be improved but not compromised, and if they are in the best interest of the State of Nebraska. Alternative terms and conditions must be submitted with the proposal and must be clearly identified and detailed in such a way that allows such deviations to be fully evaluated. Alternative terms and conditions are discouraged and unless explicitly accepted by the State are deemed to be rejected.

PROPOSAL OPENING: Openings shall be public on the date and time specified in the Request for Proposal. It is the bidder's responsibility to assure the proposal is delivered no later than the designated date, time and place of the proposal opening. Telephone and/or fax proposals are not acceptable. A proposal may not be altered after opening of the proposals.

LATE PROPOSALS: Proposals received after the time and date of the proposal opening will be considered late proposals. Late proposals shall be returned to the bidder unopened. The State is not responsible for proposals that are late or lost due to mail service inadequacies, traffic or other similar reasons.

RECYCLING: Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per state statute (Neb. Rev. Stat. §81-15, 159).

AWARD: All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

PERFORMANCE AND DEFAULT: The State reserves the right to require a performance bond from the successful contractor, as provided by law, without expense to the State. Otherwise, in case of default of the contractor, the State may contract the service from other sources and hold the contractor responsible for any excess cost occasioned thereby.

NONDISCRIMINATION: The Nebraska Fair Employment Practice Act prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin (Neb. Rev. Stat. §§48-1101 to 48-1125). The contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this Request for Proposal.

DRUG POLICY: Contractor certifies that it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

GRIEVANCE AND PROTEST: Grievance and protest procedure is available by contacting the buyer. Any Protests must be filed by a vendor within ten (10) calendar days after the intent to award decision is posted to the internet.

FEDERAL, STATE, AND LOCAL LAWS: The consultant/vendor/contractor hereby agrees to comply with all federal, state, and local laws and ordinances applicable to the work.

**NEBRASKA DEPARTMENT OF ROADS
MACHINE MOWING OF HIGHWAY RIGHT-OF-WAY
DISTRICT 3 – SOUTH SIOUX AREA**

**GENERAL PROVISIONS
2011**

DESCRIPTION: Machine mowing of highway right-of-way shall be performed on all designated areas where vegetation exists beyond the shoulder or pavement edge(s) of the roadway. This may also include on and off ramps of interstate interchanges, the interchange areas, and divided highway medians. The contractor shall provide all labor, equipment, and materials to properly accomplish the mowing cycles in accordance with schedules, specifications, and directions of the Department of Roads (NDOR).

CONTRACT PERIOD: The contractor shall provide Right of Way mowing as required by the Department of Roads per attached specifications, terms & conditions for the 2011 mowing season with four-one year renewal options when mutually agreeable with the contractor and the State of Nebraska.

SCHEDULE OF EVENTS: NDOR expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change.

ACTIVITY		DATE/TIME
1	Release Request for Proposal	February 11, 2011
2	Public Bid Opening: Location: Nebraska Department of Roads Operations Division 5001 So. 14 th Street Lincoln, NE 68512	February 28, 2011 3:00 PM CDT
3	Bid Tab Posted on the NDOR web site at: http://www.transportation.nebraska.gov/operations/procure/	March 2, 2011
4	Post "Letter of Intent to Contract" to NDOR web site at: http://www.transporation.nebraska.gov/operations/procure/	March 4, 2011

SUBMISSION OF BIDS: Bids will be accepted until 3:00 pm on February 28, 2011. Bids will be either mailed or hand delivered to the Nebraska Department of Roads, Operations Division, 5001 So. 14th Street, Lincoln, NE 68512. No bids will be accepted after that date and time. It is the responsibility of the Bidder to verify that the bid is received by the NDOR. The State is not

responsible for bids that are late or lost due to mail service inadequacies, traffic or any other reason(s).

BID OPENING: The sealed bids will be publicly opened on the date and time specified under the Schedule of Events.

AWARD: All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part, and at its discretion, may withdraw or amend the Request for Proposal at any time. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State. The Request for Proposal does not commit the State to award a contract. If, in the opinion of the State, revisions or amendments will require substantive changes in proposals, the due date may be extended.

PRICE INCREASES: *Bid prices shall remain firm for the duration of the original contract (i.e. through October 31, 2011). On subsequent extensions of the original contract, any price increases may be submitted in writing at least 30 days prior to the expiration.* The Nebraska Department of Roads will review the price increase and have the option to accept or decline the increase. All price increases must include justification for change and provide proof of increase. Any price increase will be mutually agreed upon prior to any additional 12 month contract extension.

COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY

EMPLOYMENT / NONDISCRIMINATION: The contractor shall comply with all applicable local, State and Federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this Request for Proposal.

PERMITS, REGULATIONS, LAWS: The contractor shall procure and pay for all permits, licenses and approvals necessary for the execution of the contract. The contractor shall comply with all applicable local, state, and federal laws, ordinances, rules, orders and regulations.

ERRORS AND OMISSIONS: The bidder shall not take advantage of any errors and/or omissions in this Request for Proposal or resulting contract. The bidder must promptly notify the State of any errors and/or omissions that are discovered.

CONFLICT OF INTEREST: By submitting a proposal, bidder certifies that there does not now exist any relationship between the bidder and any person or entity which is or gives the appearance of a conflict of interest related to this Request for Proposal or project.

REFERENCE CHECKS: The State reserves the right to check any reference(s), regardless of the source of the reference information, including but not limited to, those that are identified by the company in the proposal, those indicated through the explicitly specified contacts, those that are identified during the review of the proposal, or those that result from communication with other entities involved with similar projects.

ASSIGNMENT BY THE CONTRACTOR: The contractor may not assign, voluntarily or involuntarily, the contract or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any third party, without the prior written consent of the State, which will not be unreasonably withheld.

GOVERNING LAW: The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State of Nebraska regarding this Request for Proposal or any resultant contract shall be brought in the State of Nebraska administrative or judicial forums as defined by State law. The contractor must be in compliance with all Nebraska statutory and regulatory law.

CHANGES IN SCOPE/CHANGE ORDERS: The State may, at any time with written notice to the contractor, make changes within the general scope of the contract. Changes in scope shall only be conducted with the written approval of the State's designee as so defined by the State from time to time. (The State retains the right to employ the services of a third party to perform any change order(s)).

The State may, at any time work is in progress, by written order, make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the State may find necessary or desirable. The contractor shall not claim forfeiture of contract by reasons of such changes by the State. Changes in work and the amount of compensation to be paid to the contractor for any extra work so ordered shall be determined in accordance with the applicable unit prices of the contractor's proposal. Corrections of any deliverable services or performance of work required pursuant to the contract shall not be deemed a modification requiring a change order.

CONTRACTOR PERSONNEL: The contractor warrants that all persons assigned to the project shall be employees of the contractor or specified subcontractors, and shall be fully qualified to perform the work required herein. Personnel employed by the contractor to fulfill the terms of the contract shall remain under the sole direction and control of the contractor. The contractor shall include a similar provision in any contract with any subcontractor selected to perform work on the project.

NEW EMPLOYEE WORK ELIGIBILITY STATUS: The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. The Contractor

hereby agrees to contractually require any subcontractors to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

The undersigned duly authorized representative of the Contractor, by signing this agreement, hereby attests to the truth of the following certifications, and agrees as follows:

Neb.Rev.Stat. § 4-114. I certify compliance with the provisions of Section 4-114 and, hereby certify that this Contractor shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. I agree to require all subcontractors, by contractual agreement, to require the same registration and verification process.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation form, available on the Department of Roads website at <http://www.nebraskatransportation.org/projdev/docs/save/dr289.pdf>.
2. If the Contractor indicates on such Attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

CONTRACTOR RESPONSIBILITY: The contractor is solely responsible for fulfilling the contract, with responsibility for all services offered and products to be delivered as stated in the Request for Proposal, the contractor's proposal, and the resulting contract. The contractor shall be the sole point of contact regarding all contractual matters.

If the contractor intends to utilize any subcontractors' services, the subcontractors' level of effort, tasks and time allocation must be clearly defined in the contractor's proposal. The contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal, in the performance of the contract, without the prior written authorization of the State. Following execution of the contract, the contractor shall proceed diligently with all services and shall perform such services with qualified personnel in accordance with the contract.

INSPECTION AND APPROVAL: Final inspection and approval of all work required under the contract shall be performed by the designated NDOR personnel. The State and/or its authorized representatives shall have the right to enter any premises where the contractor or subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

BONDING REQUIREMENTS: The selected contractor shall be required upon award of the contract to supply a certified check or a bond executed by a Corporation authorized to contract surety in the State of Nebraska, payable to the Department of Roads and shall be for the amount of 10% of the estimated one year contract value. **This requirement shall apply to any extensions and/or renewal periods.** The bond will guarantee that the selected contractor will enter into a contract with the State, and will insure that the faithful performance thereof. Failure to comply shall be grounds for the forfeiture of the bond as liquidated damages. The bond or certified check will be returned when the service has been successfully completed.

The selected contractor will forfeit all or part of the bond or certified check for non-performance. Amount of forfeiture will be determined by the agency based on actual financial loss to the State.

INVOICING & PAYMENT: Invoices submitted for payment shall include the contract number under which the work has been performed, highway numbers, reference post numbers, and the total acres mowed. Work completed and accepted will be paid on the unit price bid per acre. The contractor's invoice shall be submitted to the Area Maintenance Superintendent for approval. Payment will not be made until the mowing cycle work area has been accepted by the Department.

TAXES: The State is not required to pay taxes of any kind and assumes no such liability as a result of this solicitation. Any property tax payable on the contractor's equipment which may be installed in a state-owned facility is the responsibility of the contractor.

VIOLATION OF TERMS AND CONDITIONS: Violation of the terms and conditions contained in this Request for Proposal or any resultant contract, at any time before or after the award, shall be grounds for action by the State which may include, but is not limited to, the following:

1. rejection of a bidder's proposal;
2. suspension of the bidder from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

TERMINATION OF CONTRACT: If at any time during the performance of this contract, in the opinion of the Department, the work is not progressing satisfactorily or within the terms of this contract, then at the discretion of the Department and after 5 days written notice to the bidder, the Department may terminate this contract and or part of it. At this termination date, the bidder will be entitled to a pro rata payment for all materials and or work received and accepted by the Department.

The Department, after 5 days written notice, may terminate this contract in whole or in part, when it is deemed in the best interest of the State of Nebraska. If this contract is so terminated, the contractor will be compensated for the work performed up to the time of the termination notification. In no event shall payment for such costs exceed the current contract price.

MOWING PROCEDURES: A mowing cycle shall consist of one complete mowing of the areas designated in the mowing schedules. A mowing schedule shall contain the necessary information such as highway and reference post numbers, designated acreage, supervisor number, etc., in order for the contractor to accomplish his/her work. The contractor shall perform the number of mowing cycles as described in the mowing schedule. The Department reserves the right to increase or decrease the number of mowing cycles.

The first mowing cycle shall be performed prior to the observance of Memorial Day. The final mowing cycle shall be performed generally after Labor Day. If conditions warrant an earlier start or a later finish than the mowing schedule, written authorization must be received from the Department of Roads before any work is performed. Intermediate mowing cycles shall be performed in accordance with the mowing schedules, or as conditions warrant.

The contractor shall notify the area Maintenance Superintendent when he/she plans to begin a mowing cycle. He /she shall also notify the area Maintenance Superintendent when a mowing cycle is completed. A mowing cycle shall be considered complete when it is inspected and accepted by the area Maintenance Superintendent or his/her appointee. If all or a portion of a mowing cycle is considered unacceptable, the contractor will be required to correct the problem area to an acceptable condition, at no cost to the Department of Roads.

Mowers shall be adjusted to a minimum height of five (5) inches from the ground. Blades shall be kept sharp to provide a neat uniform cut across the entire width of the cut area. No stripping, scalping, or shallow cutting will be permitted. Vegetation should not be allowed to get beyond a height that will cause unsightly clumps and bunches when mowed. The contractor may be required to re-mow these areas to correct the unsightly conditions, at no cost to the Department of Roads. The contractor shall mow as close as possible to all fixed objects without causing damage to these fixed objects.

Mowing operations shall be performed only during the daylight hours. If the contractor mows on Saturday and/or Sunday, the area Maintenance Superintendent shall be notified of such activities, in the event damage would occur to any traffic control and/or warning signs that would need repair or replacement.

When equipment is not in use, it shall be parked or stored off the pavement or shoulder of the highway in an inconspicuous location no less than 30 feet from the edge of the pavement. The equipment shall be parked or stored so that it will not cause sight distance problems with the traveling public.

EQUIPMENT AND SAFETY FEATURES: All contractor equipment must be in good working condition and is suitable and safe for the work to be performed. Any equipment found to be unsuitable or a hazard to highway users shall be repaired or replaced, at the expense of the contractor, before mowing operations can begin. All rotary-type mowers shall be equipped with skirt guards of metal or chain to restrict foreign objects from being thrown on to the roadway surface. Tractors shall be equipped so as to conform to all OSHA regulations, which include flashing amber lights and slow moving vehicle emblems. The contractor shall equip rotary mowers with fluorescent orange/red, 24-inch diameter flags as an added safety feature.

The use of batwing mowers shall be limited to areas of sufficient width to allow the operation of all sections of the mowers in the down position at all times. When a mower of any type is being moved from one site to another, with the mower unit raised, the PTO shaft for the mower shall not be engaged.

DAMAGE TO HIGHWAY PROPERTY: The contractor shall carry out operations in such a manner so as to not damage existing ground areas, trees, shrubs, signs, delineator posts, mail boxes and posts, or other roadside features. The contractor shall not mow in wet conditions where turf damage or rut damage would occur. In the event damage should occur to any of the above-mentioned features, regardless if it is State or private property, the contractor shall replace or repair the damaged areas or items at no cost to the Department of Roads. The operator shall straighten delineators and signs that are bent over during the mowing operations, at the time damage occurs. In the event highway traffic control and/or warning signs are damaged beyond repair, the operator shall notify the area Maintenance Superintendent immediately so that replacement of the damaged sign(s) can be made. The cost of such repair and/or replacement of damaged State property shall be deducted from any payment due the contractor. The cost of repair and/or replacement of damaged private property shall be the responsibility of the contractor and the property owner, with no involvement of the Department of Roads.

CONTRACTOR LIABILITY: The contractor shall assume full liability for hazards to traffic that might be created by the mowing operations and save harmless the Nebraska Department of Roads. It is the contractor's responsibility to clear the roadway surface of foreign objects such as tires, logs, cans, bottles, excessive vegetation, etc. that may become a hazard to highway users.

INSURANCE REQUIREMENTS: The contractor shall not commence work under the contract until he or she has obtained all the insurance (at his/her expense) required hereunder and such insurance has been approved by the State. The contractor shall not allow any subcontractor to commence work on his or her subcontract until all similar insurance required of the subcontractor has been obtained and approved by the State (or contractor). Approval of the insurance by the State shall not limit, relieve or decrease the liability of the contractor hereunder.

If by the terms of any insurance a mandatory deductible is required, or if the contractor elects to increase the mandatory deductible amount, the contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

1. WORKERS' COMPENSATION INSURANCE

The contractor shall take out and maintain during the life of the contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractors' employees to be engaged in work on the project under the contract and, in case any such work is sublet, the contractor shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. This policy shall include a waiver of subrogation in favor of the State. The amounts of such insurance shall not be less than the limits stated hereinafter.

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

The contractor shall take out and maintain during the life of the contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect contractor and any subcontractor performing work covered by the contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under the contract, whether such operation be by the contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an occurrence basis, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury and Contractual Liability coverage. The policy shall include the State, and others as required by the contract documents, as an Additional Insured. This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered excess and non-contributory. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned and Hired vehicles.

3. INSURANCE COVERAGE AMOUNTS REQUIRED

a. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

Coverage A	Statutory
Coverage B	
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

b. COMMERCIAL GENERAL LIABILITY

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 any one person
Bodily Injury/Property Damage	\$1,000,000 per occurrence

Fire Damage	\$50,000 any one fire
Medical Payments	\$5,000 any one person

c. COMMERCIAL AUTOMOBILE LIABILITY

Bodily Injury/Property Damage \$1,000,000 combined single limit

d. UMBRELLA/EXCESS LIABILITY

Over Primary Insurance \$1,000,000 per occurrence

4. EVIDENCE OF COVERAGE

The contractor should furnish the Nebraska Department of Roads, a certificate(s) of insurance coverage complying with the above requirements before a contract is executed. Each policy or its declaration pages shall provide that the policy shall not be materially changed or canceled until the Department of Roads has been given at least 30 days advance notice in writing. If any policy is canceled during the duration of the contract, a satisfactory replacement policy must be in force, with notice and evidence of insurance to the Department, prior to the effective date of cancellation of the former policy.

These certificates or the cover sheet shall reference the Nebraska Department of Roads as the certificate holder and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration and amounts and types of coverage afforded. If the State is damaged by the failure of the contractor to maintain such insurance, then the contractor shall be responsible for all reasonable costs properly attributable thereto. Certificates of insurance will not be accepted unless the insurer is licensed by the Nebraska Department of Insurance.

Notice of cancellation of any required insurance policy must be submitted to NDOR when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

Failure to furnish the required proof of liability insurance shall be just cause for cancellation of the award. Failure to furnish notice of cancellation or change in the policy will result in the temporary suspension of work. Temporary suspension shall remain in effect until proof that the required insurance in effect is received by the Department. If no proof of insurance is received within 10 days of the suspension order, the contract will be subject to cancellation.

MOWING REQUIREMENTS

A. ROW Mowing

Rotary mowers only

12" maximum distance from signs & poles

12" maximum distance from all trees & shrubs beds, (12" maximum from outside branches that tractor will not clear the branches).

12" maximum distance from washouts.

12" distance from any other obstruction.

All sound walls to be cut within 3" of wall.

Fence lines will be cut within 3" of the fence line.

If the grass is balling up and/or streaking during the mowing process, then two (2) passes or whatever is necessary will be required in order to ensure that the grass is shredded into finer pieces.

All areas that are torn up by the mowing operation will be reseeded by the contractor. The Department will furnish the seed mix and fertilizer mix that the contractor is to use. he areas will be reseeded at the end of each mowing cycle.

B. Interstate & Expressways (Applicable)

- **Median:** Mow out complete median
- **Outside shoulders:** 15 foot along surfaced shoulders.
- **Fence line:** Minimum 10 foot maximum 15 foot along ROW fence line
- Care is to be taken to prevent damage to R.O.W. fence.
- Care is to be taken to prevent damage to Delineators, Sign Posts, Trees and Structures.

Method of Measurement – Per Acre.

C. Community Interchange Mowing (Not Applicable)

- Time frame- generally completed by Memorial Day after notice to proceed is given by the area Maintenance Superintendent.

- Mow out these interchanges and ramps as necessary to maintain them in an attractive manner from fence to fence including quadrants.
- **Final Mowing** –Time frame- generally Labor Day – October 15 after notice to proceed is given by the area maintenance Superintendent.
- Mow out these interchanges and ramps as necessary to maintain them in an attractive manner from fence to fence including quadrants.
- **Method of Measurement – Per Acre**

D. Rest Areas Mowing
(Not Applicable)

- Time frame- generally completed by Memorial Day after notice to proceed is given by the area maintenance Superintendent.
- Second mowing generally Labor Day – October 15 after notice to proceed is given by the area maintenance Superintendent.
- Mow out these interchanges and ramps as necessary to maintain them in an attractive manner from fence to fence including quadrants.

These locations are:

- Mow all areas within the Rest Area that does not have irrigation.
- Do not mow over Rest Area Septic System.
- Care is to be taken to prevent damage to R.O.W. fence.
- Care is to be taken to prevent damage to Delineators, Sign Posts, Trees and Structures

Method of Measurement – Per Acre

E. Guardrail and Delineator Mowing
(Not Applicable)

- Time frame- generally Memorial Day – October 15 after notice to proceed is given by the area maintenance Superintendent.
- Vegetation around all Guardrail posts and structures are not to exceed 12” tall and will be mowed to approximately 5” (minimum).
- A suggested schedule is:
- **Memorial Day – July 4th**
 - **July 4th – Labor Day**
 - **After Labor Day – October 15th**

- The intent of the policy is to maintain Department at Road Guardrail to an esthetically pleasing condition with no vegetation over 12" or blocking the view of the guardrail.

F. Delineator Mowing
(Not Applicable)

- Time frame- generally Labor Day – October 15 after notice to proceed is given by the area maintenance Superintendent.
- Vegetation around all delineators and sign posts located along the surfaced will be mowed to approximately 5" (minimum).
- The intent of the policy is to maintain Department at Road delineators to an esthetically pleasing condition with no vegetation over 12" to create drifting problems or blocking the view of the delineator or sign.

• **Method of Measurement - Included**

• **Additional Mowing**

- Time frame- generally Labor Day – October 15 after notice to proceed is given by the area maintenance Superintendent.

Examples of additional Mowing

- **Total Mow-out** areas where additional mowing is needed for aesthetics.
- **Total Mow-out Waterways** – All waterways are to be kept clear and major waterways can be mowed, if necessary.
- **Snow Control Mowing** – The final mowing may extend beyond the 15-foot zone for snow control in those areas that need the extra mowing.

Method of Measurement – Per Acre.

Contractor or contractors will be required to tour the mowing sites after the award of bid with the area maintenance superintendent.

DISTRICT THREE MOWING CONTRACT SEASON 2011

Mowing should be between the following dates:

- 1st mowing – May 15 through June 7 (15 foot cut)
- 2nd mowing - June 25 through August 15 (15 foot cut)
- 3rd mowing – September 1 through October 30 (30 foot cut)

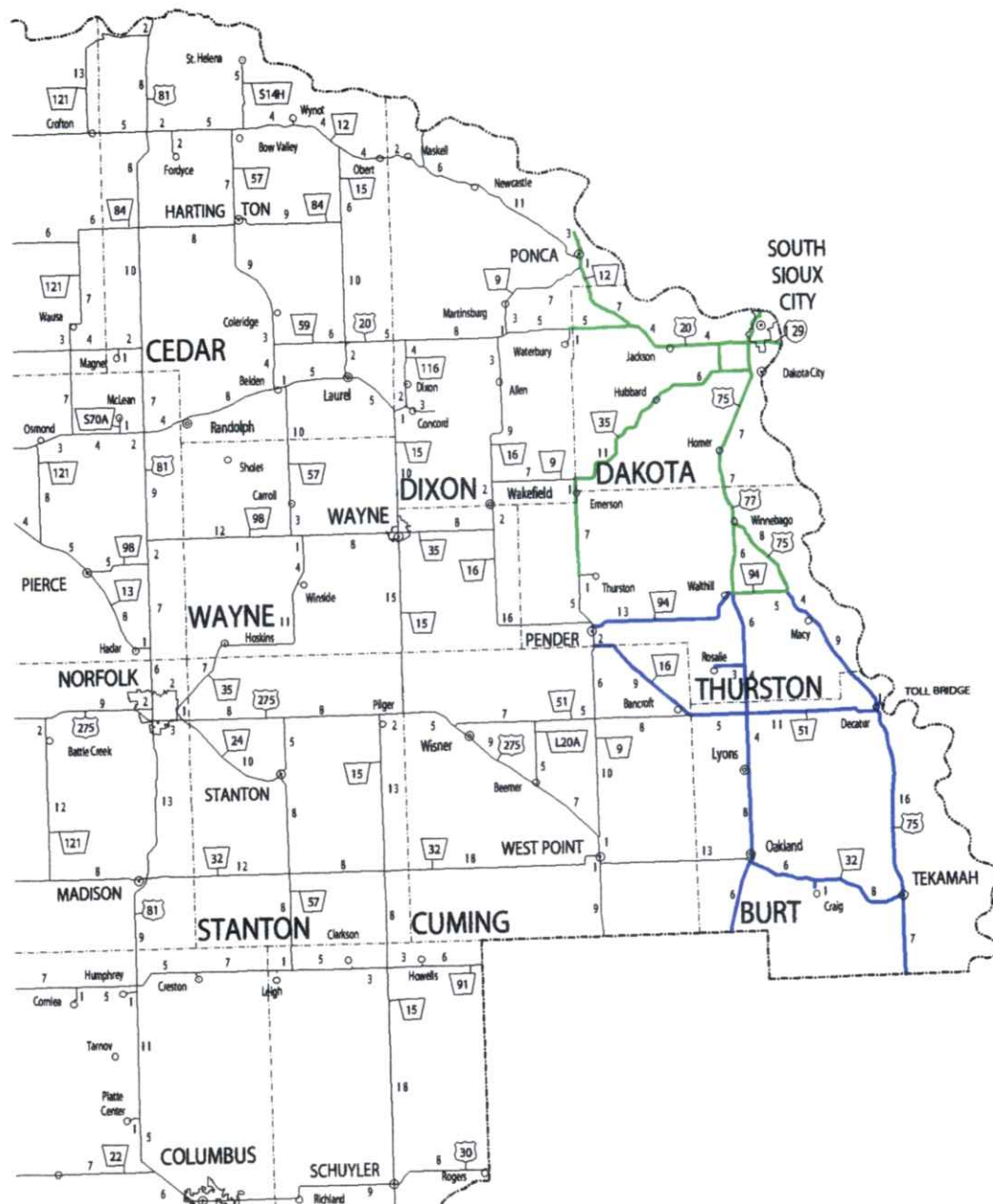
A fourth mowing may be required at the direction of contract manager.

Trimming shall consist of mowing up to sign posts within the 15 foot mow area and the median. Trimming will be included in the following area: South Sioux City (area designations are attached).

Area	Hwy	RP	Miles	RP	Miles	Sub Total Miles	15' Cut Mow Width	30' Cut Mow Width	15' Cut Acres	30' Cut Acres	Description	Trim Miles
Lyons	16	0	0	10.64	10.29	10.29	30	60	37.42	74.84	Junction 51 to Junction 9 south of Pender	
Lyons	32	87.34	86.98	100.95	100.36	13.38	30	60	48.65	97.31	Junction 77 to west corporate limits of Tekamah	
Lyons	51	19.75	19.75	35.51	35.55	15.8	30	60	57.45	114.91	Junction 16 to junction 75 at Decatur	
Lyons	75	126.34	126.07	131.63	131.37	5.3	30	60	19.27	38.55	Washington/Burt county line to south corporate limits Tekamah	
Lyons	75	133.4	133.13	148.33	148.11	14.98	30	60	54.47	108.95	North corporate limits Tekamah to south corporate limits Decatur	
Lyons	75	149.61	149.39	161.39	161.17	11.78	30	60	42.84	85.67	North corporate limits Decatur to junction 94	
Lyons	77	135.24	136.45	141.84	143.03	6.58	30	60	23.93	47.85	Dodge/Burt county line to south corporate limits Oakland	
Lyons	77	142.2	143.43	163.73	164.98	21.55	30	60	78.36	156.73	North corporate limits Oakland to junction 94 near Walthill	
Lyons	94	0.23	0.23	12.86	12.85	12.62	30	60	45.89	91.78	East corporate limits Pender to west corporate limits Walthill	
Lyons	94	13.01	13.01	13.34	13.33	0.32	30	60	1.16	2.33	East corporate limits Walthill to junction 77	
Lyons	S11A	0	0	0.53	0.53	0.53	30	60	1.93	3.85	Junction 32 to North corporate limits of Craig	
Lyons	S87B	0	0	2.51	2.51	2.51	30	60	9.13	18.25	Junction 77 to Rosalie	
So Sioux	9	22.41	22.32	28.92	28.83	6.51	30	60	23.67	47.35	Thurston to south corporate limits Emerson	
So Sioux	9	29.92	29.83	30.42	30.33	0.5	30	60	1.82	3.64	North corporate limits Emerson to junction 35	
So Sioux	12	234.62	223.92	241.99	231.26	7.34	30	60	26.69	53.38	South corporate limits Ponca to junction 20	
So Sioux	20	413.23	413.05	421.97	421.8	8.75	30	60	31.82	63.64	Waterbury / S26A to west corporate limits Jackson	
So Sioux	20	422.58	422.38	423.32	423.12	0.74	30	60	2.69	5.38	East corporate limits Jackson to beginning of 4 lane	
So Sioux	20	423.32	423.12	426.52	426.33	3.21	60	120	23.35	46.69	Beginning 4 lane east of Jackson to junction 110	3.21
So Sioux	20	426.52	426.33	428.55	428.36	2.03	60	120	14.76	29.53	Junction 110 to beginning of Interstate 129	2.03

Area	Hwy	RP	Miles	RP	Miles	Sub Total Miles	15' Cut Mow Width	30' Cut Mow Width	15' Cut Acres	30' Cut Acres	Description	Trim Miles
So Sioux	35	48.62	49.68	59.39	60.45	10.77	30	60	39.16	78.33	Junction 9 near Emerson to west corporate limits Hubbard	
So Sioux	35	59.79	60.85	68.44	69.5	8.65	30	60	31.45	62.91	East corporate limits Emerson to junction 35	
So Sioux	75	161.39	161.17	168.95	168.73	7.56	30	60	27.49	54.98	Junction 94 to junction 77 at Winnebago	
So Sioux	75	169.52	169.3	175.11	174.9	5.6	30	60	20.36	40.73	North corporate limits Winnebago to south corporate limits Homer	
So Sioux	75	175.45	175.23	181.54	181.34	6.11	30	60	22.22	44.44	North corporate limits Homer to beginning of 4 lane south of Dakota City	
So Sioux	75	181.54	181.34	182.53	182.33	0.99	60	120	7.20	14.40	Beginning of 4 lane south of Dakota City to junction 35	0.99
So Sioux	75	182.53	182.33	184.85	184.67	2.34	60	120	17.02	34.04	Junction 35 to grade separation over 129	2.34
So Sioux	77	163.73	164.98	169.54	170.79	5.81	30	60	21.13	42.25	Junction 94 to junction 75 at Winnebago	
So Sioux	77	185.56	186.73	185.9	187.07	0.34	60	120	2.47	4.95	Grade separation over 129 to south corporate limits of South Sioux City	0.34
So Sioux	94	13.34	13.33	17.93	17.92	4.59	30	60	16.69	33.38	Junction 77 to junction 75	
So Sioux	110	0	0	2.26	2.26	2.26	30	60	8.22	16.44	Junction 35 to junction 20	
So Sioux	129	0	0	2.2	2.2	2.2	60	120	16.00	32.00	Beginning 129 to point where median wall begins	2.1
So Sioux	129	2.2	2.2	3.21	3.21	1.01	30	60	3.67	7.35	Point where median wall begins to Iowa state line	1.11
So Sioux	S26A	0	0	1.29	1.29	1.29	30	60	4.69	9.38	Junction 20 to east corporate limits of Waterbury	
So Sioux	S26E	0.85	0.86	2.21	2.21	1.35	30	60	4.91	9.82	North corporate limits Ponca to end	
						0			0.00	0.00		
									115		<i>Town & Intersection acreages (see separate tab on spreadsheet)</i>	
								Acre Totals	903.00	1576.00	Trim Mile Total	12.12

South Sioux City - Lyons Area



United States Citizenship Attestation Form

For the purpose of complying with Neb. Rev. Stat. §§ 4-108 through 4-114, I attest as follows:

☐ I am a citizen of the United States.

— OR —

☐ I am a qualified alien under the federal Immigration and Nationality Act, my immigration status and alien number are as follows: _____,
and I agree to provide a copy of my USCIS documentation upon request.

I hereby attest that my response and the information provided on this form and any related application for public benefits are true, complete, and accurate and I understand that this information may be used to verify my lawful presence in the United States.

PRINT NAME	<hr/> (first, middle, last)
SIGNATURE	<hr/> <hr/>
DATE	<hr/> <hr/>